

EXHIBIT A



Wolters Kluwer

CT Corporation
Service of Process Notification

06/16/2025

CT Log Number 549395513

Service of Process Transmittal Summary

TO: LEGAL DEPARTMENT - SOP
TESLA, INC.
C/O LEGAL DEPT, 3000 HANOVER ST.
PALO ALTO, CA 94304

RE: Process Served in California

FOR: Tesla, Inc. (Domestic State: TX)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: KHACHATUR VARDANYAN, an individual // To: Tesla, Inc.

DOCUMENT(S) SERVED: Complaint, Exhibit(s), Letter, Summons, Notice, Statement, First Amended General Order, Order, Civil Case Cover Sheet, Civil Case Cover Sheet Addendum and Statement, Attachment(s)

COURT/AGENCY: Los Angeles County - Superior Court - Alhambra, CA
Case # 25NNCV04044

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2023 Tesla Model Y bearing the Vehicle Identification Number 7SAYGDEE0PA028077

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 06/16/2025 at 11:17

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after this summons and legal papers are served on you (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): Hovanes Margarian
THE MARGARIAN LAW FIRM
462 West Colorado Street
Glendale, CA 91204
818-553-1000

ACTION ITEMS: CT has retained the current log, Retain Date: 06/17/2025, Expected Purge Date: 06/22/2025

Image SOP

Email Notification, LEGAL DEPARTMENT - SOP legalsop@tesla.com

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
8775647529
MajorAccountTeam2@wolterskluwer.com

REMARKS: The document(s) received have been modified to reflect the name of the entity being served.



CT Corporation
Service of Process Notification

06/16/2025

CT Log Number 549395513

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Mon, Jun 16, 2025
Server Name: DROP SERVICE

Entity Served	TESLA INC
Case Number	25NNCV04044
Jurisdiction	CA

Inserts		



Hovanes Margarian, SBN 246359
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Telephone Number: (818) 553-1000
Facsimile Number: (818) 553-1005

Attorneys for Plaintiff
KHACHATUR VARDANYAN

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/12/2025 4:48 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Gallegos, Deputy Clerk

06/16/25
10:15 am

SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF LOS ANGELES, NORTHEAST JUDICIAL DISTRICT

KHACHATUR VARDANYAN, an individual,

Plaintiff,

vs.

TESLA, INC., a Texas Corporation; and DOES 1
through 30, inclusive,

Defendants.

Case No.: 25NNCV04044

**PLAINTIFF'S COMPLAINT FOR
DAMAGES**

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1 **COMPLAINT**

2 NOW COMES Plaintiff KHACHATUR VARDANYAN, by and through his attorneys of record,
3 The Margarian Law Firm, with Plaintiff's Complaint for Damages against Defendants TESLA, INC., a
4 Texas Corporation; and DOES 1 through 30, inclusive, alleges and affirmatively states as follows:

5 **PARTIES**

6 1. Plaintiff KHACHATUR VARDANYAN is and was at all times relevant herein an individual
7 residing in Los Angeles County, State of California and leased the new 2023 Tesla Model Y bearing the
8 Vehicle Identification Number 7SAYGDEE0PA028077 ("Subject Vehicle") in the State of California.

9 2. Defendant TESLA, INC. ("Manufacturer" or "Defendant"), formerly known as Tesla Motors,
10 Inc., is a Texas Corporation authorized to do business in the State of California and is engaged in the
11 manufacture, sale, and distribution of motor vehicles and related equipment and services. Manufacturer
12 is also in the business of marketing, supplying, and selling written warranties to the public, Manufacturer
13 does business in all counties of the State of California, including the county of Alameda, at 45500
14 Fremont Boulevard, Fremont, CA 94538.

15 3. Manufacturer, and DOES 1 through 30, inclusive, are collectively hereby referred to as
16 Defendants.

17 **BACKGROUND**

18 4. On or about 11/22/2022, Plaintiff leased from Manufacturer's store located at 45500 Fremont
19 Boulevard, Fremont, CA 94538 for valuable consideration the Subject Vehicle manufactured by
20 Manufacturer.

21 5. The agreed upon value of the Subject Vehicle was Sixty-Six Thousand Four Hundred Forty
22 Dollars and No Cents (\$66,440.00). The total of payments under the lease totals Thirty-Eight Thousand
23 One Hundred Fifty-Seven Dollars and Sixty Cents (\$38,157.60).

24 6. In consideration for the Lease Agreement, Manufacturer issued and supplied to Plaintiff
25 several written warranties, including a four (4) year and fifty thousand (50,000) mile factory warranty, as
26 well as other stated warranties fully outlined in the Manufacturer's Warranty Booklet.

27 7. On or about 11/22/2022, Plaintiff took possession of the Subject Vehicle and shortly thereafter
28 experienced the various defects listed below that substantially impair the use, value, and safety of the

1 Subject Vehicle.

2 8. The defects listed below violate the express written warranties issued to Plaintiff by
3 Defendant, as well as the implied warranty of merchantability.

4 9. Plaintiff brought the Subject Vehicle to Manufacturer's authorized service and repair facility
5 for various defects, including, but not limited to, the following:

- 6 • Defective electric drivetrain system – over one (1) failed repair attempt;
- 7 • Defective front drive unit – over one (1) failed repair attempt;
- 8 • Defective front drive unit inverter – over one (1) failed repair attempt;
- 9 • Defective left front lateral link bolt – over one (1) failed repair attempt;
- 10 • Defective steering system – over one (1) failed repair attempt;
- 11 • Defective anti-lock braking systems ("ABS") – over one (1) failed repair attempt;
- 12 • Defective ABS left front wheel speed sensor – over one (1) failed repair attempt;
- 13 • Any additional complaints made by Plaintiff, whether or not they are contained in
14 Defendant's records or on any repair orders.

15 10. Plaintiff provided Defendant sufficient opportunities to repair the Subject Vehicle.

16 11. Plaintiff brought the Subject Vehicle to Manufacturer's authorized service and repair facility
17 for repair on six (6) occasions. (The true and correct copies of the Subject Vehicle's repair orders are
18 attached herein and marked as Exhibit A.)

19 a. 01/27/2023: Plaintiff brought the Subject Vehicle to Manufacturer's service center at the
20 time located at 811 South San Fernando Boulevard, Burbank, CA 91502 ("Tesla
21 Burbank") for repair because of several alerts indicating on the Subject Vehicle's cluster,
22 including APP_w009 (automatic emergency braking is unavailable), DI_223 (traction
23 control disabled), DI_a222 (stability control disabled), and DI_a138 (front motor
24 disabled). The personnel at Tesla Burbank verified Plaintiff's complaint. Further
25 investigation determined the root cause to be an internal, non-serviceable fault within the
26 front drive inverter, therefore Tesla Burbank's personnel replaced the latter. The Subject
27 Vehicle was at Tesla Burbank for a total of eight (8) days.

28 b. 01/31/2024: Plaintiff brought the Subject Vehicle to Tesla Burbank for repair because the

1 left front control bolt became loose and almost fell out of the Subject Vehicle. The
2 personnel at Tesla Burbank verified Plaintiff's complaint. During the inspection of the
3 Subject Vehicle, one of the bolts securing the left front lateral link was found under-
4 torqued. The bolt was removed and inspected, along with the threads on the subframe, but
5 no damage was observed. The bolt was then reinstalled and torqued to proper
6 specifications. Plaintiff also complained about the steering wheel lather lifting from the
7 spokes. The personnel at Tesla Burbank verified Plaintiff's complaint. Upon inspection,
8 the leather on the back of the steering wheel was found bubbling up and loose. Tesla
9 Burbank's personnel replaced the steering wheel as a result. The Subject Vehicle was at
10 Tesla Burbank for a total of two (2) days.

11 c. 03/07/2024: Plaintiff brought the Subject Vehicle to Tesla Burbank for repair because of
12 multiple alerts being present on the Subject Vehicle's cluster, such as ESP_a025 (traction
13 control disabled). The personnel at Tesla Burbank verified Plaintiff's complaint and found
14 fault for the left front wheel speed sensor. After performing a test, the personnel
15 discovered the sensor had an intermittent open circuit. Tesla Burbank's personnel further
16 inspected the sensor and the harness of the Subject Vehicle and found the harness
17 damaged. The personnel concluded that the damage to the harness was caused by
18 excessive slack allowing the harness to rub against tire and get damaged. The left front
19 wheel speed sensor was replaced as a result. The Subject Vehicle was at Tesla Burbank
20 for a total of two (2) days.

21 12. Subject Vehicle has been at Tesla's place of business undergoing repairs for nearly twelve
22 (12) days.

23 13. Manufacturer, through its authorized repair facility, was unable and/or failed to repair the
24 Subject Vehicle within a reasonable number of attempts.

25 14. As of the present date, the Subject Vehicle still has ongoing problems that were never resolved
26 despite multiple repair attempts.

27 15. Employees at Manufacturer's authorized service and repair facility allegedly performed
28 repairs and performed complimentary vehicle inspections of the Subject Vehicle, but there was no change

1 in the defective parts, and the Subject Vehicle remains defective.

2 16. Plaintiff justifiably lost confidence in the Subject Vehicle's reliability and said defects have
3 substantially impaired the use, value, and/or safety of the Subject Vehicle to Plaintiff.

4 17. As a result of said defects, Plaintiff revoked acceptance of the Subject Vehicle in writing on
5 04/29/2025. (The true and correct copy notice of non-conformities is attached hereto and marked as
6 Exhibit B.)

7 18. At the time of revocation, the Subject Vehicle was in substantially the same condition as at
8 the delivery except for damage caused by its own defects and ordinary wear and tear.

9 19. To date, Manufacturer has failed to provide Plaintiff with the remedies Plaintiff is entitled to
10 upon revocation.

11 20. The Subject Vehicle remains in a defective and unmerchantable condition and continues to
12 exhibit the above-mentioned defects that substantially impair its use, value, and/or safety.

13 21. Plaintiff has and will continue to be financially damaged due to Defendant's failure to comply
14 with the provisions of its express and implied warranties.

15 **FIRST CAUSE OF ACTION**

16 **FRAUD AND DECEIT**

17 *(Against All Defendants)*

18 22. Plaintiff re-alleges and incorporates by reference as fully set forth herein all paragraphs of
19 Plaintiff's Complaint for Damages.

20 23. The particularity requirement for fraud requires the pleading of facts showing how, when,
21 where, to whom, and by what means the representations were made. (*Stansfield v. Starkey*, 220 Cal.App.3d
22 59, 73 (1990).) Every element of fraud herein with specificity have been plead as follows:

- 23 a. How: Prior to Plaintiff's visit to Manufacturer on 11/22/2022, Defendant represented
24 to Plaintiff that its vehicles were free from any latent defects. These representations
25 were made in Manufacturer's New Vehicle Limited Warranty, as well as brochures,
26 pamphlets, and other advertisement materials produced by Defendant.
- 27 b. When: At the time of leasing the Subject Vehicle (on 12/15/2023) and prior to Plaintiff
28 leasing the Subject Vehicle.

- c. Where: The discussions about the safety, quality, and reliability of the Subject Vehicle took place on Defendant's website, in the New Vehicle Limited Warranty, in the owner's manual, as well as other brochures, pamphlets, and advertisement materials produced by Defendant.
- d. To Whom: The representations regarding the Subject Vehicle were made to Plaintiff.
- e. What Means: The discussions were made by the use of English language, simple words. Defendant used its online website as well as its owner's manuals and other pamphlets and brochures to represent the Subject Vehicle as being free of defects.

24. The requirement of specificity in a fraud action against a corporation requires Plaintiff to allege the names of persons who made the allegedly fraudulent representations, their authority to speak, to whom they spoke, what they said or wrote, and when it was said or written. (*Tarmann v. State Far Mut. Auto. Ins. Co.*, 2 Cal.App.4th 153, 157 (1991).)

- a. Names of Persons Who Made the Representations: The representations were made by Defendant's team of advertising and marketing personnel, including, but not limited to, Elon Musk, Chief Executive Officer and Member of the Board of Directors, Tom Zhu, Senior Vice President at Manufacturer.
- b. Authority to Speak: Defendant's online and TV advertisements all invite consumers to visit Manufacture's stores and speak with a representative regarding its vehicles. The executives, by the very nature of their role within Defendant's company, had the authority to design and implement the fraudulent representations regarding the Subject Vehicle, implement procedures to train Manufacture personnel, and did do so in fact.
- c. To Whom They Spoke: The representations regarding the Subject Vehicle were made to Plaintiff.
- d. What They Said or Wrote: Defendant represented to Plaintiff that the Subject Vehicle was in excellent mechanical condition and free of any damages or defects. Defendant further represented that the Subject Vehicle was merchantable, safe, reliable, and fit for its ordinary purpose.
- e. When It Was Said or Written: Prior to the time Plaintiff leased the Subject Vehicle on

1 11/22/2022.

2 25. Moreover, in line with *Committee on Children's Television, Inc. v General Foods Corp.*, 35
3 Cal.3d 197, 216 (1983), Defendant necessarily possesses full information concerning the facts of the
4 herein controversy since Manufacturer designed the defective vehicles, trained all personnel on how to
5 discuss the defects when the vehicles are brought in for repair, and advertised the Subject Vehicle to the
6 public as safe, reliable, and fit for its ordinary purpose. Therefore, despite the heightened pleading
7 standard in a fraud case, in the present matter Defendant was well aware of the entire chain of events
8 which have culminated in this lawsuit.

9 26. Cal. Civ. Code § 1710 identifies four kinds of fraud: (1) intentional misrepresentation, (2)
10 concealment, (3) false promise, and (4) negligent misrepresentation.

11 27. Here, the fraud at hand is intentional misrepresentation and concealment.

12 28. **Intentional misrepresentation** occurs when (a) a defendant represents to another that a fact
13 was true; (b) the representation was actually false; (c) the defendant knew the representation was false
14 (or was reckless about its truth); (d) the defendant intended the other person to rely on the statement; (e)
15 the other person did rely on the statement; and (f) the other person was harmed by the reliance. Cal. Civ.
16 Code, § 1710(1); *Lazar v. Superior Court* 12 Cal.4th 631, 638 (1996).

17 A. On 11/22/2022, Defendant, by and through its agents, intentionally misrepresented
18 material facts to Plaintiff, including, but not limited to, the following:

- 19 • That the Subject Vehicle was in excellent mechanical condition.
- 20 • That the Subject Vehicle was functionable and reliable.
- 21 • That the Subject Vehicle was safe and fit for its ordinary purpose.
- 22 • That the Subject Vehicle had no latent defect(s).
- 23 • That the Subject Vehicle was merchantable.

24 B. The aforementioned representations are clearly false.

25 C. Defendant made these representations knowing that they were false or made them
26 recklessly and without regard for their truth. Defendant had knowledge of these material
27 facts through sources not available to Plaintiff, including, but not limited to, pre-release
28 testing data, early consumer complaints about the aforementioned defects, testing

1 conducted in response to those complaints, including repair orders and high warranty
2 reimbursement rates that can cost in the thousand dollars for each vehicle, and from other
3 internal sources. Defendant had a duty to disclose the defects because:

- 4 • Defendant knew the representations made to Plaintiff were false [and/or made the
5 representations recklessly and without regard for its truth] because it knew the
6 Subject Vehicle was defective and therefore was not functionable, reliable, safe,
7 fit for its ordinary purpose, or merchantable. Defendant knew this by having its
8 experts inspect the Subject Vehicle before and after the Subject Vehicle acquisition
9 and by running the vehicle history.
- 10 • Alternatively, in making such misrepresentations and committing such wrongful
11 acts, Defendant acted with the conscious and reckless disregard to the truth or
12 falsity of such misrepresentations and promises and wrongful acts. If Defendant
13 did not know affirmatively that the Subject Vehicle was defective and therefore
14 was not functionable, reliable, safe, fit for its ordinary purpose, or merchantable,
15 then it should not have stated otherwise.

16 D. Defendant intended for Plaintiff to rely on the statement, and subsequently intended to
17 defraud Plaintiff, since it wanted Plaintiff to lease the Subject Vehicle despite its defects.

18 E. Plaintiff reasonably relied on Defendant's assurances that the Subject Vehicle was
19 functionable, reliable, safe, and fit for its ordinary purpose.

- 20 • Such reliance upon misrepresentations, material omissions, and/or wrongful acts
21 was justified and reasonable under the circumstances. Defendant is an established
22 business with positive reputation and reassuring infrastructure which put Plaintiff
23 at ease. This gave Plaintiff no reason to mistrust Defendant.
- 24 • The representation from Defendant was material – a reasonable person would find
25 it important to know that the Subject Vehicle was defective and was not
26 functionable, reliable, safe, fit for its ordinary purpose, or merchantable. These
27 factors affect the Subject Vehicle's reliability, lifespan, and value.
- 28 • The harm to Plaintiff was not otherwise inevitable or due to unrelated causes

1 because Plaintiff would simply not have leased the Subject Vehicle at all and/or
 2 would have paid much less for the Subject Vehicle.

3 F. As a direct and proximate result of the acts and omissions of Defendant, Plaintiff has
 4 suffered damages for which relief is sought herein. Specifically, damages include all
 5 monthly payments made on the Subject Vehicle, and any and all incidental and
 6 consequential damages as a result of the lease, which would not have taken place but for
 7 the fraudulent misrepresentations both prior to and at the time of lease, including the
 8 money spent for the Subject Vehicle's repairs, storage, and/or towing, as well as the money
 9 spent on rental vehicles. Alternatively, Plaintiff suffered damages in the amount of the
 10 difference between the Subject Vehicle and a similar vehicle that was in excellent
 11 mechanical condition and did not suffer from any defects, as represented to Plaintiff, plus
 12 tax and licensing fees.

- 13 • Defendant intentionally misrepresented the Subject Vehicle. Plaintiff is therefore
 14 entitled to rescission and restitution in an amount according to proof at trial.
- 15 • Plaintiff now owns a vehicle that has a diminished value as a result of Defendant's
 16 intentional misrepresentation of, and failure to timely disclose, the aforementioned
 17 defects and the serious safety and quality issues caused by Defendant's conduct.
- 18 • The value of the Subject Vehicle is diminished because any reasonable consumer
 19 will be reluctant to lease the Subject Vehicle for the same price upon an honest
 20 disclosure of its history and current condition.
- 21 • Defendant's conduct was oppressive, fraudulent, and malicious, and constitutes
 22 despicable conduct in conscious disregard for Plaintiff's rights. Accordingly,
 23 Defendant is liable to Plaintiff for his damages in an amount to be proven at trial,
 24 including, but not limited to, Plaintiff's lost benefit of the bargain or overpayment
 25 for the Subject Vehicle at the time of the lease, the diminished value of the Subject
 26 Vehicle due to the aforementioned defects, and/or the costs incurred in storing,
 27 maintaining, or otherwise disposing of the Subject Vehicle.

28 29. **Concealment** exists where a defendant (a) concealed or suppressed a material fact; (b) had

1 knowledge of this material fact; (c) that this material fact was not within reasonably diligent attention,
2 observation, and judgment of a plaintiff; (d) that defendant suppressed or concealed this fact with the
3 intention that the plaintiff be misled as to the true condition of the property; (e) that the plaintiff was
4 reasonably so misled; and (f) that the plaintiff suffered a damage as a result.

5 A. On 11/22/2022, Defendant, by and through its agents, concealed, or suppressed material
6 facts regarding the Subject Vehicle, including, but not limited to, the following:

- 7 • That the Subject Vehicle was not in excellent mechanical condition.
- 8 • That the Subject Vehicle was not functionable and reliable.
- 9 • That the Subject Vehicle was not safe and fit for its ordinary purpose.
- 10 • That the Subject Vehicle had latent defect(s).
- 11 • That the Subject Vehicle was unmerchantable.

12 B. Defendant made the representations knowing that they were false or made them recklessly
13 and without regard for their truth. Defendant had knowledge of these material facts
14 through sources not available to Plaintiff, including, but not limited to, pre-release testing
15 data, early consumer complaints about the aforementioned defects, testing conducted in
16 response to those complaints, including repair orders and high warranty reimbursement
17 rates that can cost in the thousands of dollars for each vehicle, and from other internal
18 sources. Defendant had a duty to disclose the defects because it:

- 19 • Had exclusive and/or far superior knowledge and access to the facts, and knew the
20 facts were not known to or reasonably discoverable by Plaintiff;
- 21 • Intentionally concealed the foregoing from Plaintiff;
- 22 • Made incomplete representations about the safety and reliability of the
23 aforementioned defects, while purposefully withholding material facts from
24 Plaintiff that contradicted these representations.

25 C. Defendant is an industry expert in manufacture, sale, and distribution of motor vehicles
26 and related equipment and services and therefore had knowledge of material facts
27 regarding the Subject Vehicle. These material facts were not within reasonably diligent
28 attention, observation, and judgment of Plaintiff because Plaintiff has no professional

1 expertise and very limited consumer experience in vehicle acquisition. Furthermore,
2 Plaintiff was not experts in vehicle inspection.

3 D. Defendant intentionally concealed and suppressed these material facts to falsely assure
4 Plaintiff that the Subject Vehicle could perform safely, as represented by Defendant and
5 reasonably expected by consumers.

- 6 • Defendant omitted these material facts, with the intention to deceive, defraud, and
7 induce Plaintiff into acting in reliance on the representations Defendant had made
8 to Plaintiff and to induce Plaintiff to lease the Subject Vehicle.
- 9 • Defendant actively concealed or suppressed these material facts, in whole or in
10 part, to maintain a market for its vehicles, to protect/maximize its profits, and to
11 avoid recalls that would hurt Defendant's businesses and cost Defendant money.
12 It did so at the expense of Plaintiff.

13 E. Plaintiff was unaware of these omitted material facts and would not have acted as he did
14 if he had known of the concealed or suppressed facts. Plaintiff did not receive the benefit
15 of the bargain as a result of Defendant's fraudulent concealment.

- 16 • These omitted and concealed facts were material because they would be relied on
17 by a reasonable person purchasing, leasing, or retaining a new or used motor
18 vehicle, and because they directly impact the value of the Subject Vehicle acquired
19 by Plaintiff.
- 20 • Whether Manufacturer's vehicles are functionable, reliable, safe, and/or fit for
21 their ordinary purpose and whether Manufacturer stands behind its vehicles, are
22 material concerns to a consumer.
- 23 • Plaintiff trusted Defendant not to lease him a vehicle that was defective or that
24 violated federal law governing motor vehicle safety, and to uphold its recall
25 obligations under the Lease Agreement and governing laws. Plaintiff had no reason
26 to believe Defendant was hiding information during Plaintiff's inquiry about these
27 facts.
- 28 • Plaintiff asked about these facts. Defendant lied, made misrepresentations, and did

1 not disclose what it knew about the Subject Vehicle's history and condition.

2 F. As a direct and proximate result of the acts and omissions of Defendant, Plaintiff has
3 suffered damages for which relief is sought herein. Specifically, damages include all
4 monthly payments made on the Subject Vehicle, and any and all incidental and
5 consequential damages as a result of the lease, which would not have taken place but for
6 the fraudulent misrepresentations both prior to and at the time of lease, including the
7 money spent for the Subject Vehicle's repairs, storage, and/or towing, as well as the money
8 spent on rental vehicles. Alternatively, Plaintiff suffered damages in the amount of the
9 difference between the Subject Vehicle and a similar vehicle that was in excellent
10 mechanical condition and did not suffer from any defects, as represented to Plaintiff, plus
11 tax and licensing fees.

- 12 • Defendant committed concealment. Plaintiff is therefore entitled to rescission and
13 restitution in an amount according to proof at trial.
- 14 • Plaintiff now owns a vehicle that has a diminished value because of Defendant's
15 concealment of, and failure to timely disclose, the aforementioned defects, and the
16 serious safety and quality issues caused by Defendant's conduct.
- 17 • The value of the Subject Vehicle is diminished because of the concealed negative
18 facts about the value which will make any reasonable consumer reluctant to
19 acquire the vehicle for the same price as paid by Plaintiff.
- 20 • Defendant's conduct was oppressive, fraudulent, and malicious, and constitutes
21 despicable conduct in conscious disregard for Plaintiff's rights. Accordingly,
22 Defendant is liable to Plaintiff for his damages in an amount to be proven at trial,
23 including, but not limited to, Plaintiff's lost benefit of the bargain or overpayment
24 for the Subject Vehicle at the time of the lease, the diminished value of the Subject
25 Vehicle due to the aforementioned defects, and/or the costs incurred in storing,
26 maintaining, or otherwise disposing of the Subject Vehicle.

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SECOND CAUSE OF ACTION

BREACH OF WRITTEN WARRANTY

PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT

(Against All Defendants)

30. Plaintiff re-alleges and incorporates by reference as fully set forth herein, all paragraphs of Plaintiff's Complaint for Damages.

31. Plaintiff acquired a consumer product and received the Subject Vehicle during the duration of a written warranty period as defined in 15 U.S.C. § 2301(6) applicable to the Subject Vehicle and is entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

32. Manufacturer is a business entity engaged in the business of making a consumer product directly available to Plaintiff.

33. The Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* ("Warranty Act") is applicable to Plaintiff's Complaint in that the Subject Vehicle was manufactured and sold after July 4, 1975, and costs in excess of Ten Dollars (\$10.00).

34. Plaintiff's lease of the Subject Vehicle was accompanied by written factory warranties for any nonconformities or defects in materials or workmanship, comprising an undertaking in writing in connection with the lease of the Subject Vehicle to repair the Subject Vehicle or take other remedial action free of charge to Plaintiff with respect to the Subject Vehicle if the Subject Vehicle failed to meet the specifications set forth in said undertaking.

35. Said warranties were the basis of the bargain of the agreement between Plaintiff and Manufacturer for the sale of the Subject Vehicle to Plaintiff.

36. Said acquisition of Plaintiff's Subject Vehicle was induced by, and Plaintiff relied upon, these written warranties.

37. Plaintiff has met all of his obligations and preconditions as provided in the written warranties.

38. Manufacturer's tender of the Subject Vehicle was substantially impaired to Plaintiff.

39. Manufacturer's tender of the Subject Vehicle, which was substantially impaired to Plaintiff, constitutes a violation of 15 U.S.C. § 2301, *et seq.*

1 40. As a direct and proximate result of Manufacturer's failure to comply with its express written
2 warranties, Plaintiff has suffered damages and, in accordance with 15 U.S.C. § 2310(d), Plaintiff was
3 entitled to bring suit for such damages and other equitable relief.

4 **THIRD CAUSE OF ACTION**

5 BREACH OF IMPLIED WARRANTY

6 PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT

7 *(Against All Defendants)*

8 41. Plaintiff re-alleges and incorporates by reference as fully set forth herein, all paragraphs of
9 Plaintiff's Complaint for Damages.

10 42. The Subject Vehicle acquired by Plaintiff was subject to an implied warranty of
11 merchantability as defined in 15 U.S.C. § 2301(7) running from Manufacturer to the intended consumer,
12 Plaintiff herein.

13 43. Manufacturer is a supplier of consumer goods as a business entity engaged in the business of
14 making a consumer product directly available to Plaintiff.

15 44. Pursuant to 15 U.S.C. § 2308(a), Manufacturer is prohibited from disclaiming or modifying
16 any implied warranty when making a written warranty to the consumer or when Manufacturer has entered
17 into a contract in writing within ninety (90) days of purchase and/or lease to perform services relating to
18 the maintenance or repair of a motor vehicle.

19 45. Plaintiff's Subject Vehicle was impliedly warranted to be substantially free of defects and
20 nonconformities in both material and workmanship, and thereby fit for the ordinary purpose for which
21 the Subject Vehicle was intended.

22 46. The Subject Vehicle was warranted to pass without objection in the trade under the contract
23 description and was required to conform to the descriptions of the vehicle contained in the contracts and
24 labels.

25 47. The above-described defects in the Subject Vehicle render the Subject Vehicle unfit for the
26 ordinary and essential purpose for which the Subject Vehicle was intended.

27 48. Manufacturer's tender of the Subject Vehicle, which was substantially impaired to Plaintiff,
28 constitutes a violation of 15 U.S.C. § 2301, *et seq.*

1 49. Any efforts to limit the implied warranties in a manner that would exclude coverage of the
2 Subject Vehicle is unconscionable, and any such effort to disclaim, or otherwise limit, liability for the
3 Subject Vehicle is null and void.

4 50. Any limitations on the warranties are procedurally unconscionable. There was unequal
5 bargaining power between Manufacturer, on the one hand, and Plaintiff, on the other.

6 51. Any limitations on the warranties are substantively unconscionable. Manufacturer knew that
7 the Subject Vehicle was defective and would continue to pose a safety risk after the warranties
8 purportedly expired. Manufacturer failed to disclose the aforementioned defects to Plaintiff. Thus,
9 Manufacturer's enforcement of the durational limitations on those warranties is harsh and shocks the
10 conscience.

11 52. Plaintiff has had sufficient direct dealings with Manufacturer to establish privity of contract.

12 53. Plaintiff provided written notice of breach to Manufacturer and a request to cure. Nonetheless,
13 as a direct and proximate result of Manufacturer's failure to comply with its implied warranties, Plaintiff
14 has suffered damages and, in accordance with 15 U.S.C. § 2310(d), Plaintiff is entitled to bring suit for
15 such damages and other equitable relief.

16 54. Furthermore, affording Manufacturer an opportunity to cure its breach of written warranties
17 would be unnecessary and futile here. At the time of the lease of the Subject Vehicle, Manufacturer knew,
18 should have known, or was reckless in not knowing of its misrepresentations concerning the Subject
19 Vehicle's inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose
20 the defective design. Under the circumstances, the remedies available under any informal settlement
21 procedure would be inadequate and any requirement that Plaintiff resorts to an informal dispute resolution
22 procedure and/or afford Manufacturer a reasonable opportunity to cure its breach of warranties is excused
23 and thereby deemed satisfied.

24 55. Plaintiff provided written notice of breach of implied warranties and related consumer
25 protection laws, and opportunity to cure, via mail to Manufacturer.

26 56. Plaintiff would suffer economic hardship if he returned the Subject Vehicle but did not receive
27 the return of all payments made by him. Because Manufacturer is refusing to acknowledge any revocation
28 of acceptance and return immediately any payments made, Plaintiff has not accepted the defects by

1 retaining the Subject Vehicle.

2 **FOURTH CAUSE OF ACTION**

3 **BREACH OF WRITTEN WARRANTY**

4 **PURSUANT TO THE SONG-BEVERLY CONSUMER WARRANTY ACT**

5 *(Against All Defendants)*

6 57. Plaintiff re-alleges and incorporates by reference as fully set forth herein, all paragraphs of
7 Plaintiff's Complaint for Damages.

8 58. Manufacturer is the warrantor of the Subject Vehicle's express warranty.

9 59. Pursuant to the Subject Vehicle's express warranty, Manufacturer undertook to preserve or
10 maintain the utility or performance of the Subject Vehicle or provide compensation if there was a failure
11 in such utility or performance.

12 60. The Subject Vehicle has and has had serious defects and nonconformities to warranty
13 including, but not limited to, the defects described above.

14 61. Under the Song-Beverly Consumer Warranty Act (the "California Lemon Law"), the Subject
15 Vehicle is a "new motor vehicle" leased primarily for family or household purposes, and Plaintiff has
16 used the Subject Vehicle primarily for this purpose. (Cal. Civ. Code §1793.22(e)(2).)

17 62. Plaintiff is a "lessee" of the Subject Vehicle under the California Lemon Law.

18 63. The foregoing defects and nonconformities to warranty manifested themselves within the
19 applicable express warranty period. The nonconformities substantially impair the use, value, and/or safety
20 of the Subject Vehicle.

21 64. Pursuant to Cal. Civ. Code § 1793.2(c), Plaintiff has delivered the Subject Vehicle to the
22 Manufacturer's service and repair facility within this state within the terms of protection and has tendered
23 the Subject Vehicle for repairs of the above-mentioned defects that substantially affect the use, value, and
24 safety of the Subject Vehicle.

25 65. Manufacturer, through its service and repair facility, has been unable to repair the said defects
26 in a reasonable number of attempts.

27 66. By failure of Manufacturer to remedy the defects as alleged above, or to issue a refund or
28 replacement, Manufacturer is in breach of its obligations under the California Lemon Law.

1 67. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under the California
2 Lemon Law.

3 68. Pursuant to Cal. Civ. Code § 1793.2(d), Plaintiff is entitled to a refund of the total cost under
4 the Lease Agreement, including all collateral charges such as sales tax, license fees, registration fees, and
5 other official fees, plus any incidental damages including, but not limited to, reasonable repair, towing,
6 and rental car costs actually incurred by Plaintiff.

7 69. Pursuant to Cal. Civ. Code § 1794, Plaintiff is entitled to recover a sum equal to the aggregate
8 amount of costs and expenses, including attorneys' fees reasonably incurred.

9 70. Manufacturer has willfully violated the provisions of this act by knowing of its obligations to
10 refund or replace Plaintiff's Subject Vehicle but failing to fulfill them.

11 **FIFTH CAUSE OF ACTION**

12 **BREACH OF IMPLIED WARRANTY**

13 **PURSUANT TO THE SONG-BEVERLY CONSUMER WARRANTY ACT**

14 *(Against All Defendants)*

15 71. Plaintiff re-alleges and incorporates by reference as fully set forth herein, all paragraphs of
16 Plaintiff's Complaint for Damages.

17 72. The Subject Vehicle acquired by Plaintiff was subject to an implied warranty of
18 merchantability as defined in Cal Civ. Code. § 1790, *et seq.* running from Manufacturer to the intended
19 consumer, Plaintiff herein.

20 73. The implied warranty of merchantability means and includes that the goods will comply with
21 each of the following requirements: (1) they would pass without objection in the trade under the contract
22 description; (2) they are fit for the ordinary purposes for which such goods are used; (3) they are
23 adequately contained, packaged, and labeled; and (4) they conform to the promises or affirmations of fact
24 made on the container or label.

25 74. Manufacturer is a supplier of consumer goods as a business entity engaged in the business of
26 making a consumer product directly available to Plaintiff.

27 75. Manufacturer is prohibited from disclaiming or modifying any implied warranty under Cal.
28 Civ. Code § 1790, *et seq.*

77. The Subject Vehicle was warranted to pass without objection in the trade under the contract description and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

78. Because the Subject Vehicle was leased to Plaintiff with serious defects that manifested themselves within the period of the implied warranty and which substantially reduce its safety and performance, it (1) would not pass without objection in the trade under the contract description; (2) was and is not fit for the ordinary purposes for which such goods are used; (3) was not adequately contained, packaged, and labeled; and (4) did not conform to the promises or affirmations of fact made on the container or label.

79. The above-described defects in the Subject Vehicle caused it to fail to possess the most basic degree of fitness for ordinary use.

80. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the Subject Vehicle and are entitled under the California Lemon Law to rescind the Lease Agreement and to restitution of all money paid towards the Lease Agreement. This Complaint also hereby rejects and revokes acceptance of the Subject Vehicle.

81. As a result of the breach of implied warranty by Manufacturer, Plaintiff has suffered and continue to suffer various damages.

SIXTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, ET SEQ.

(Against All Defendants)

82. Plaintiff re-alleges and incorporates by reference as fully set forth herein all paragraphs of Plaintiff's Complaint for Damages.

83. Plaintiff has standing to bring this claim because he has lost money or property as a result of the alleged misconduct.

84. A plaintiff has standing when he/she (1) loses or is deprived of money or property sufficient to qualify as injury in fact, i.e., economic injury, and (2) the economic injury was the result of, i.e., caused

by, the unfair business practice of false advertising that is the gravamen of the claim. *Kwikset Corp. v. Superior Court*, 52 Cal.4th 310, 322 (2011.)

85. Economic injury from unfair competition exists if a plaintiff (1) surrenders in a transaction more, or acquires in a transaction less, than he or she otherwise would have; (2) has a present or future property interest diminished; (3) is deprived of money or property to which he, she or it has a cognizable claim; or (4) is required to enter into a transaction, costing money or property, that would otherwise have been unnecessary. *Id.* at 323.

86. California Business & Professions Code § 17200, *et seq.* prohibits any unlawful, unfair, or fraudulent business act or practice. It also prohibits unfair, deceptive, untrue, or misleading advertising.

87. The **unlawful** prong “borrows violations of other laws and treats them as independently actionable.” *See Daugherty v. Am. Honda Motor Co., Inc.*, 144 Cal.App.4th 824, 837, 51 Cal.Rptr.3d 118 (2006). Defendant engaged in unlawful business acts and practices by: (1) selling defective vehicles to the public while misrepresenting their condition; and (2) concealing and failing to disclose a known defect. These acts and practices were intended to and did violate several laws, including, but not limited to, Cal. Civ. Code § 1709, *et seq.* and the California Lemon Law.

- Cal. Civ. Code § 1709 states that “one who willfully deceives another with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers.” Here, Defendant violated § 1709 in that Defendant intentionally misrepresented the safety and reliability of the Subject Vehicle to induce Plaintiff’s lease of the Subject Vehicle.

88. The **unfair** prong requires alleging a practice that “offends an established public policy or is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.” *Bardin v. Daimler Chrysler Corp.*, 136 Cal.App.4th 1255, 1263, 1266, 39 Cal.Rptr.3d 634 (2006). Defendant engaged in unfair business acts or practices in that the justification for selling and leasing vehicles based on the misrepresentations and omissions of material fact delineated above is outweighed by the gravity of the resulting harm, particularly considering the available alternatives, and offends public policy, is immoral, unscrupulous, unethical, and offensive, or causes substantial injury to consumers.

- A business act is **unfair** if (1) the consumer injury is substantial, (2) the injury is not outweighed by any countervailing benefits to consumers or competition, and (3) the injury

could not reasonably have been avoided by consumers themselves.

- Here, Plaintiff's injury is substantial since Plaintiff would not have otherwise acquired the Subject Vehicle had he known the Subject Vehicle was not safe, not reliable, and not fit for its intended purpose. Plaintiff has further been damaged in that he has paid out of pocket expenses to repair, tow, and otherwise store the Subject Vehicle as well as paid money towards a rental vehicle while the Subject Vehicle was nonoperational.
- Plaintiff's injury is not outweighed by any countervailing benefits to consumers or competition. There were reasonably available alternatives to further Defendant's legitimate business interests, other than the conduct described herein.
- Plaintiff specifically inquired about the Subject Vehicle's condition and whether it was free from defects. Defendant knowingly and/or recklessly lied to Plaintiff to induce the lease of the Subject Vehicle. Plaintiff's injury, therefore, could not reasonably have been avoided by Plaintiff.

89. The **fraudulent** prong "requires a showing [that] members of the public are likely to be deceived." *Wang v. Massey Chevrolet*, 97 Cal.App.4th 856, 871, 118 Cal.Rptr.2d 770 (2002). Defendant engaged in fraudulent business acts or practices in that the representations and omissions of material fact described above have a tendency and likelihood to deceive purchasers and/or lessees of these vehicles, and the general public.

- An advertisement or promotional practice is likely to deceive if it includes assertions that are (1) untrue, or (2) "'true [, but] are either actually misleading or which [have] the capacity, likelihood or tendency to deceive or confuse the public.' [Citation]." (*Kasky v. Nike, Inc.* 27 Cal.4th 939, 951 (2002); *Leoni v. State Bar* 39 Cal.3d 609, 626 (1985).)
- Here, Defendant's practice of misrepresenting the safety and reliability of its vehicles is likely to deceive members of the public because the statements are untrue. It is inconceivable to think that consumers will be able to see through Defendant's misrepresentations and know that Defendant's vehicles are neither safe, nor reliable, nor fit for their intended purpose.

90. The business scheme employed by Defendant is unlawful, unfair, and fraudulent because Defendant is purposely concealing information about the aforementioned defects so that consumers, like

1 Plaintiff, will purchase and/or lease a vehicle that is neither functionable, reliable, safe, nor fit for its
2 ordinary purpose.

3 91. Defendant deceived Plaintiff by failing to disclose the aforementioned defects and inducing
4 the lease of the Subject Vehicle.

5 92. Defendant has every intention of deceiving and injuring consumers. If it did not, then
6 Defendant would not be so immoral, unethical, oppressive, unscrupulous, and deceptive when it comes
7 to the defective Subject Vehicle.

8 93. The business scheme deployed by Defendant to deceive Plaintiff into acquiring the Subject
9 Vehicle with the aforementioned defects is unlawful, unfair, and fraudulent.

10 94. Plaintiff surrendered more in the transaction because he acquired a vehicle that was defective.
11 Had Plaintiff been aware of the aforementioned defects, he would not have acquired the Subject Vehicle
12 in the first place and/or at least paid less for the Subject Vehicle. As such, Plaintiff has established a loss
13 or deprivation of money or property sufficient to qualify as injury in fact. *Kwikset Corp.*, 52 Cal.4th 310,
14 323.

15 95. Defendant commits these acts with the conscious and reckless disregard to the truth or falsity
16 of such misrepresentations and promises and wrongful acts in violation of Cal. Bus. & Prof. Code §
17 17200, *et seq.*

18 96. The acts of Defendant as herein described, present a continuing threat to members of the
19 general public in that Defendant continues to engage in these deceptive practices and will not cease doing
20 so unless and until an injunction is issued by this Court.

21 97. If Defendant is allowed to continue to engage in these deceptive practices other consumers
22 will also purchase and/or lease defective vehicles putting themselves and others on the road in extreme
23 danger.

24 98. As a direct result of the aforementioned acts, Defendant unlawfully, unfairly, and unjustly
25 collected and continues to hold revenues and profits derived directly or indirectly from Plaintiff, who has
26 been victimized by the practices challenged herein. Defendant failed to disgorge and/or waive any of
27 these revenues that do not properly belong to it.

28 99. In accordance with the provisions of Cal. Bus. & Prof. Code §§ 17200 and 17203, Plaintiff is

1 entitled to an order enjoining the unlawful, unfair, deceptive, and/or fraudulent acts as described herein,
2 and directing Defendant to make full restitution to Plaintiff, who has suffered from such acts.

3 100. As a direct and proximate result of the acts and omissions of Defendant, Plaintiff has suffered
4 damages for which relief is sought herein.

5 101. Specifically, damages include all monthly payments made on the Subject Vehicle, and any
6 and all incidental and consequential damages as a result of the lease, which would not have taken place
7 but for the fraudulent misrepresentations both prior to and at the time of lease, including the money spent
8 for the Subject Vehicle's repairs, storage, and/or towing, as well as the money spent on rental vehicles.
9 Alternatively, Plaintiff suffered damages in the amount of the difference between the Subject Vehicle and
10 a similar vehicle that was in excellent mechanical condition and did not suffer from any defects, as
11 represented to Plaintiff, plus tax and licensing fees.

12 **SEVENTH CAUSE OF ACTION**

13 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17500, ET SEQ.**

14 *(Against All Defendants)*

15 102. Plaintiff re-alleges and incorporates by reference as fully set forth herein all paragraphs of
16 Plaintiff's Complaint for Damages.

17 103. Plaintiff has standing to bring this claim because he has lost money or property as a result of
18 the misconduct alleged.

19 104. Cal. Bus. & Prof. Code § 17500, *et seq.* prohibits unfair, deceptive, untrue, or misleading
20 communications and statements, including, but not limited to, false statements as to the nature of services
21 to be provided.

22 105. The business scheme employed by Defendant is unfair, deceptive, untrue, and misleading
23 because it is taking advantage of its status as an expert in the industry and selling/leasing vehicles to
24 consumers who are unaware, and have no reason to be aware, that the vehicles are in fact defective.

25 106. Defendant deceived Plaintiff by designing, manufacturing, producing, distributing, selling
26 and/or leasing the Subject Vehicle with the aforementioned defects.

27 107. Defendant intentionally made the previously alleged misrepresentations and promises,
28 devised, and executed a scheme to defraud Plaintiff, and did so resulting in a damage to Plaintiff with the

1 conscious and reckless disregard to the truth or falsity of such misrepresentations and promises and
2 wrongful acts.

3 108. In acting so, Defendant committed acts of untrue and misleading advertising as defined in Cal.
4 Bus. & Prof. Code § 17500, by advertising its services contrary to their true nature.

5 109. Defendant knew, or should have known, that the Subject Vehicle was defective and therefore
6 was not functionable, reliable, safe, or even fit for its ordinary purpose.

7 110. Plaintiff did in fact rely on Defendant's deceptive, untrue, and misleading communications
8 and statements and suffered damages as a direct result. Specifically, Defendant's deceptive, untrue, and
9 misleading communications and statements tricked Plaintiff into acquiring the Subject Vehicle. As such,
10 Plaintiff has established a loss or deprivation of money or property sufficient to qualify as injury in fact.
11 *Kwikset*, 52 Cal.4th 310, 323.

12 111. Plaintiff's reliance on the representations was justified and reasonable because Defendant is
13 an expert in the industry. There was no reason for Plaintiff to know that the Subject Vehicle was defective
14 and therefore was not functionable, reliable, safe, or even fit for its ordinary purpose.

15 112. Defendant's unfair, deceptive, untrue, and misleading communications and advertising
16 described above present a continuing threat to members of the general public in that Defendant will
17 continue to engage in these practices with respect to the general public and will not cease doing so unless
18 and until an injunction is issued by this Court.

19 113. If Defendant is allowed to continue to engage in these deceptive practices more consumers
20 will purchase and/or lease defective vehicles putting more and more people in extreme danger.

21 114. As a direct result of the aforementioned acts, Defendant has received, and continues to
22 unjustly hold, collect, or accept revenues derived directly or indirectly from Plaintiff, through untrue and
23 misleading representations and advertising.

24 115. In accordance with the provisions of Cal. Bus. & Prof. Code §§ 17500 and 17535, Plaintiff is
25 entitled to an order enjoining the acts of untrue and misleading advertising and representations described
26 herein and directing Defendant to make full restitution to Plaintiff, who suffered from such acts.

27 116. As a direct and proximate result of the acts and omissions of Defendant, Plaintiff has suffered
28 damages for which relief is sought herein.

1 117. Specifically, damages include all monthly payments made on the Subject Vehicle, and any
2 and all incidental and consequential damages as a result of the lease, which would not have taken place
3 but for the fraudulent misrepresentations both prior to and at the time of lease, including the money spent
4 for the Subject Vehicle's repairs, storage, and/or towing, as well as the money spent on rental vehicles.
5 Alternatively, Plaintiff suffered damages in the amount of the difference between the Subject Vehicle and
6 a similar vehicle that was in excellent mechanical condition and did not suffer from any defects, as
7 represented to Plaintiff, plus tax and licensing fees.

8 **EIGHTH CAUSE OF ACTION**

9 **NEGLIGENCE**

10 *(Against All Defendants)*

11 118. Plaintiff re-alleges and incorporates by reference as fully set forth herein all paragraphs of
12 Plaintiff's Complaint for Damages.

13 119. At all times mentioned herein, Defendant was engaged in the business of designing,
14 manufacturing, testing, distributing, selling, inspecting, repairing, marketing, constructing, labeling, and
15 advertising of the Subject Vehicle.

16 120. At all times mentioned herein, Defendant had a duty of care in the designing, manufacturing,
17 testing, distributing, selling, inspecting, repairing, marketing, constructing, labeling, and advertising of
18 the Subject Vehicle.

19 121. At all times herein mentioned, Defendant had a duty to warn all users of its vehicles of the
20 attendant risks of harm, said risks of harm being at all times known and/or foreseeable to Defendant.

21 122. At all times herein mentioned, Defendant knew, or in the exercise of reasonable care should
22 have known, that if the Subject Vehicle was not properly designed, manufactured, tested, distributed,
23 leased to, inspected, repaired, marketed, constructed, and labeled, for the use and purpose for which the
24 Subject Vehicle was intended, the Subject Vehicle was likely to cause injuries to owners, passengers, and
25 users of the Subject Vehicle.

26 123. Since the date of the lease, Plaintiff has used the Subject Vehicle in the way it was intended
27 to be used. At that time and prior thereto, Defendant negligently and carelessly manufactured, designed,
28 constructed, equipped, tested, installed, repaired, assembled, maintained, and handled the Subject Vehicle

1 so that it was defective and unsafe when used and operated in the manner for which it was intended.

2 124. The Subject Vehicle's defects existed at the time it left Defendant's control.

3 125. As a direct and legal result of the Subject Vehicle's defects, Plaintiff was injured by the
4 Subject Vehicle while it was being used in the manner for which it was intended, the risk of which was
5 at all times known and foreseeable to Defendant.

6 126. As a direct and proximate result of the acts and omissions of Defendant, Plaintiff has suffered
7 damages for which relief is sought herein.

8 127. Specifically, damages include all monthly payments made on the Subject Vehicle, and any
9 and all incidental and consequential damages as a result of the lease, which would not have taken place
10 but for the fraudulent misrepresentations both prior to and at the time of lease, including the money spent
11 for the Subject Vehicle's repairs, storage, and/or towing, as well as the money spent on rental vehicles.
12 Alternatively, Plaintiff suffered damages in the amount of the difference between the Subject Vehicle and
13 a similar vehicle that was in excellent mechanical condition and did not suffer from any defects, as
14 represented to Plaintiff, plus tax and licensing fees.

15 **NINTH CAUSE OF ACTION**

16 **STRICT LIABILITY**

17 *(Against All Defendants)*

18 128. Plaintiff re-alleges and incorporates by reference as fully set forth herein all paragraphs of
19 Plaintiff's Complaint for Damages.

20 129. The Subject Vehicle was defective in its design and/or its manufacture.

21 130. Manufacturer is the manufacturer of the Subject Vehicle.

22 131. The Subject Vehicle's defects existed when it left Manufacturer's possession.

23 132. The defects were the cause of Plaintiff's injury.

24 133. Plaintiff's injury resulted from his reasonably foreseeable use of the Subject Vehicle.

25 134. As a direct and proximate result of the acts and omissions of Manufacturer, Plaintiff has
26 suffered damages for which relief is sought herein.

27 135. Specifically, damages include all monthly payments made on the Subject Vehicle, and any
28 and all incidental and consequential damages as a result of the lease, which would not have taken place

1 but for the fraudulent misrepresentations both prior to and at the time of lease, including the money spent
 2 for the Subject Vehicle's repairs, storage, and/or towing, as well as the money spent on rental vehicles.
 3 Alternatively, Plaintiff suffered damages in the amount of the difference between the Subject Vehicle and
 4 a similar vehicle that was in excellent mechanical condition and did not suffer from any defects, as
 5 represented to Plaintiff, plus tax and licensing fees.

6 **PRAYER FOR RELIEF**

7 Wherefore, Plaintiff prays for judgment as follows:

- 8 • For recovery of the greater of actual damages according to proof, if adequate, as
 9 appropriate;
- 10 • For recovery of all incidental damages, as appropriate;
- 11 • For recovery of all consequential damages, as appropriate;
- 12 • For restitution, as appropriate;
- 13 • For injunctive relief, as appropriate;
- 14 • For recovery of interest at the legal rate, as appropriate;
- 15 • For recovery for all reasonable attorneys' fees and the aggregate amount of costs
 16 reasonably incurred pursuant to California's Private Attorney General Statute, Cal. Civ.
 17 Proc. Code § 1021.5, as appropriate; or
- 18 • Recovery for all reasonable attorneys' fees and the aggregate amount of costs reasonably
 19 incurred pursuant to Cal. Civ. Code § 1794;
- 20 • For refund of all monies paid for the Subject Vehicle including all collateral charges and
 21 incidental damages pursuant to Cal. Civ. Code § 1793.2(d);
- 22 • A civil penalty not to exceed two times the amount of actual damages pursuant to Cal. Civ.
 23 Code § 1794(c);
- 24 • For refund of all monies paid for the Subject Vehicle pursuant to 15 U.S.C. § 2304(a)(4);
- 25 • For refund of all incidental and consequential damages incurred pursuant to 15 U.S.C. §
 26 2304(a)(3);
- 27 • For recovery for all reasonable attorneys' fees and the aggregate amount of costs
 28 reasonably incurred pursuant to 15 U.S.C. § 2310(d)(2);

- For recovery of One Hundred Fifteen Thousand Thirteen Dollars and Sixty-Three Cents (\$115,013.63) in damages.

PLAINTIFF HEREBY REQUESTS A JURY TRIAL IN THIS MATTER.

DATED: 06/12/2025

THE MARGARIAN LAW FIRM
462 West Colorado Street
Glendale, California 91204

By /s/ Hovanes Margarian
Hovanes Margarian
Attorney for Plaintiff
KHACHATUR VARDANYAN

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EXHIBIT A



Tesla, Inc
811 S San Fernando Blvd
Burbank, CA, US 91502
Ph.: 818-480-9217

Invoice

SERVICE DEPARTMENT HOURS

Mon-Fri 8:00 a.m. - 5:00 p.m.
Saturday-Sunday Sat 8am - 5pm, Sun
Closed

B.A.R.# ARD00281719
E.P.A.ID# CAL000411693

Paid

Invoice date	Invoice number
03-Feb-2023	3000S0006261487
Due Date	
03 Feb 2023	
Date/Time Received	Date/Time Promised
27-Jan-2023 19:22:02	11-Feb-2023 21:00:51
Odometer In	Odometer Out
2648 Miles	2663 Miles
Ready Date	
03-Feb-2023 09:28:59	
Service Advisor	
Austin Reeves	

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
ruben muradyan			7SAYGDEE0PA028077
Year	Model	License Plate Number	Colour
2023	MODEL Y	9DYB087	Pearl White Multi Coat

Job Number	Description Of Work	Amount (USD)
1	<p>Concern: Check tire pressure and condition</p> <p>Inspected tire tread depth. All tire pressures set to target values on tire and loading information label.</p> <p>Tread Depth Measure Type mm</p> <p>Tread depth - Record the lowest measurement across all groves</p> <p>Front Driver: 8 Front Passenger: 8 Back Driver: 8 Back Passenger: 8</p> <p>Tire replacement recommended No</p> <p>Tire rotation recommended No</p> <p>Correction: Automated Tire Pressure Check</p> <p>Correction: Check Tire Tread Depth</p> <p>Pay Type: Goodwill Service</p>	0.00
2	<p>Concern: FRONT DRIVE UNIT REPLACEMENT</p> <p>Removed and replaced front drive unit per line 3 diagnostic tech recommendation due to internal non serviceable fault. Drained and vacuum refilled system due to loosing coolant while replacing front drive unit. Performed thermal test to ensure proper vehicle operation. Performed validation test drive to ensure vehicle properly functioning on roads and to ensure proper repairs were completed. Vehicle drives and operating as designed no further repairs needed at this time.</p> <p>Correction: Drive Unit - Front (1st Generation) (Remove & Replace)</p> <p>Parts Replaced or Added</p>	0.00

	<p>Part</p> <p>ASY,M3,FRONT 3DU,GLOBAL(1120960 10 H)</p> <p>Quantity</p> <p>1.00</p> <p>ASY, DRIVE INV, 3DU, 600A, FRONT, ST IGBT(1079914 02 A)</p> <p>1.00</p> <p>Pay Type: Drive Unit Limited Warranty</p>	
3	<p>Concern: FRONT DRIVE UNIT REPLACEMENT</p> <p>Removed and replaced front drive unit per line 3 diagnostic tech recommendation due to internal non serviceable fault. Drained and vacuum refilled system due to loosing coolant while replacing front drive unit. Performed thermal test to ensure proper vehicle operation. Performed validation test drive to ensure vehicle properly functioning on roads and to ensure proper repairs were completed. Vehicle drives and operating as designed no further repairs needed at this time.</p> <p>Correction: Thermal System Test</p> <p>Correction: Perform Validation Test Drive</p> <p>Pay Type: Basic Vehicle Limited Warranty</p>	0.00
4	<p>Concern: FRONT DRIVE UNIT REPLACEMENT</p> <p>Removed and replaced front drive unit per line 3 diagnostic tech recommendation due to internal non serviceable fault. Drained and vacuum refilled system due to loosing coolant while replacing front drive unit. Performed thermal test to ensure proper vehicle operation. Performed validation test drive to ensure vehicle properly functioning on roads and to ensure proper repairs were completed. Vehicle drives and operating as designed no further repairs needed at this time.</p> <p>Correction: Cooling System - Drain and Refill</p> <p>Pay Type: Goodwill Service</p>	0.00
5	<p>Concern: Customer states: Wednesday at 9:05 pm. App w009, DI a223, DI a222, DI a138</p> <p>Verified customer concern. Downloaded the appropriate vehicle logs for review. The data suggested a fault condition reported by the front drive inverter and pedal monitor leading to the customer concern. Performed isolation procedure and raised vehicle on 2 post lift to perform wiring checks and an inspection on the affected circuit. The wiring checks revealed no evidence of defect or fault with front drive unit electrical harness. Further investigation revealed root cause to be an internal, non serviceable fault with the vehicle's front drive inverter. Recommending replacement of front drive unit</p> <p>Correction: General Diagnosis</p> <p>Pay Type: Basic Vehicle Limited Warranty</p>	0.00
6	<p>Concern: Need to perform alignment after front drive unit replacement due to vehicle not driving</p>	0.00

straight and pulling to the right.

Took vehicle for a validation test drive to test alignment quality. Confirmed that vehicle was pulling to the right. The steering angle was offset and not entirely centered as well. Performed an alignment procedure, making all the necessary adjustments to center readings. Attached image of alignments before and after values. Cleared steering angle offset using necessary procedure. To confirm successful alignment, took vehicle for another test drive. Alignment drives straight, and vehicle will only veer towards road crown depending on road conditions.

Correction: Four Wheel Alignment Check and Adjust

Pay Type: Basic Vehicle Limited Warranty

Service Center hourly rate: USD 240

All parts are new unless otherwise specified.

You agree that: Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle including on streets, highways, or public roadways for the sole purpose of testing and/or inspection of repairs; Tesla may update your vehicle's software in the course of a repair or as part of the standard vehicle maintenance process per your owner's manual and New Vehicle Limited Warranty; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs, storage and other applicable fees; the vehicle owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees of \$35/day from the fourth working day after you are notified that repairs on your vehicle are complete and that the vehicle is ready for pick up.

Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	0.00
Tax	0.00
Total Amount (USD)	0.00
Total Paid (USD)	0.00
Payment Due (USD)	0.00

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla issued New or Used Vehicle Limited Warranty, Tesla Parts, Body, and Paint Repair Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. Any parts (including tires/wheels) removed or replaced by Tesla during vehicle service will become the property of Tesla. However, at the time you authorize repairs, you may request to receive (subject to any applicable core charge, which you agree to pay) or inspect replaced parts (excluding inflatable restraint system components), except body shop repair parts and parts required to be returned to the manufacturer or a third party under a warranty, trade in or exchange agreement, which will only be presented to you for examination and not returned.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done pursuant to the terms and conditions as set forth in this service agreement document.

Signature:

Date:

Warning: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

FullName:

A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

You further agree and acknowledge that:

- Tesla is not responsible for loss or damage to the vehicle or any articles left in the vehicle in case of fire, theft, hail, wind, or any other causes beyond its control;
- Tesla personnel will turn off any photo or video capturing devices, such as dashboard cameras, once they receive the vehicle in preparation for service and your vehicle's Tesla dash cam will be enabled when you pick up your Tesla from this Service visit;
- Labor charges are not based solely on actual service personnel's time but are aggregate prices for specific services or repairs, which may include flat rates based on industry manuals and vehicle condition;
- Waste storage and disposal fees are charged separately when applicable to specific services or repairs, and represent costs and profits to Tesla which are calculated based on average annualized costs across Tesla service facilities;
- Items purchased over the counter or online directly from Tesla may be returned within 30 days with a proof of purchase and must be in their original and uninstalled condition with factory labeling attached and in factory packaging (if supplied);
- Tesla branded parts purchased directly from Tesla over the counter, online or purchased and installed by Tesla Service are covered under the Tesla Parts, Body, and Paint Repair Limited Warranty for a period of 12 months subject to the applicable terms, conditions and exclusions and available at https://www.tesla.com/support/vehicle_warranty;
- All charges for repairs, including labor, parts and materials furnished, are due and payable simultaneously with the return of your vehicle or prior to return upon the expiration of three (3) working days after notice has been sent by Tesla that the vehicle is ready;
- If applicable, you have the right to choose the licensed repair shop where the damage to your vehicle will be repaired;
- All crash parts supplied meet the standards used in manufacturing the original equipment replaced;
- If any repair, storage and other applicable fees remain unpaid for thirty (30) days after a request for payment, Tesla may pursue collection and you will be responsible for paying all reasonable attorney's fees and costs for such collection;
- If provided a loaner or rental vehicle, the vehicle must be returned within 24 hours of such notification or a daily usage rate of up to \$100 USD and applicable fees will be charged until the return of such loaner vehicle;
- The repair work may not be completed prior to the date and time noted under Date/Time Promised and Tesla may adjust the estimated completion date upon notification to you and is not responsible for any delays caused by the unavailability of parts or parts shipments; and
- Tesla (and any of its subsidiaries) may contact you via emails, calls, SMS or other messages including through the Tesla app (collectively, "messages") to obtain authorization and provide updates regarding this Service visit and your vehicle. Standard SMS message and data rates may apply. You can withdraw your consent to receive automated SMS messages at any time by replying "STOP" or providing written notification to Tesla's customer representative.



Tesla, Inc
811 South San Fernando Boulevard
Burbank, CA, US 91502-1534
Ph.: 818-480-9217

Invoice

SERVICE DEPARTMENT HOURS
Mon-Fri 8:00 a.m. - 5:00 p.m
Saturday-Sunday Sat 8am - 5pm, Sun
Closed

B.A.R.# ARD00281719
E.P.A.ID# CAL000411693

Paid

Invoice date	Invoice number
01-Feb-2024	3000S0009189451
Due Date	
01 Feb 2024	
Date/Time Received	Date/Time Promised
31-Jan-2024 16:13:14	02-Feb-2024 16:30:32
Odometer In	Odometer Out
Miles	Miles
Ready Date	
01-Feb-2024 07:36:27	
Service Advisor	
Michael Balyan	

Bill To
ruben muradyan

Mobile Phone	Additional Phone	Vehicle Identification Number	
		7SAYGDEE0PA028077	
Year	Model	License Plate Number	Colour
2023	MODEL Y	9DYB087	Pearl White Multi Coat

Job Number	Description Of Work	Amount (USD)
1	<p>Concern: Check tire pressure and condition</p> <p>Repair Notes: . Maintenance Performed: Windshield Washer Fluid Top Off.</p> <p>Correction: Windshield Washer Fluid - Top Off</p> <p>Correction: Automated Tire Pressure Check (Adjustment Needed)</p> <p>Pay Type: Goodwill - Service</p>	0.00
2	<p>Concern: Drain and Refill Windshield Washer Fluid</p> <p>Repair Notes: Found not applicable</p> <p>Correction: SB-23-17-001 Not Applicable</p> <p>Pay Type: Basic Vehicle Limited Warranty</p>	0.00
3	<p>Concern: Update Vehicle Software to Incorporate Additional Autosteer Controls</p> <p>Repair Notes: No update necessary</p> <p>Correction: Inspect Vehicle Software Version; No Update Necessary</p> <p>Pay Type: Basic Vehicle Limited Warranty</p>	0.00

4	<p>Concern: Customer stats: LH front control bolt has become completely undone and is almost falling out of the car</p> <p>Repair Notes: Verified customer concern. The vehicle was lifted up and inspected. Upon inspection, on of the bolts to the LH front lateral link was found under torqued. The bolt was removed and inspected along with the threads on the subframe. No damage was found to the bolt or the subframe. The bolt was reinstalled and torqued to proper specifications. All other suspension hardware was checked for proper torque. The vehicle was test driven and is operating as designed.</p> <p>Correction: Front Suspension Noise Diagnosis</p> <p>Pay Type: Goodwill - Service</p>	0.00						
5	<p>Concern: Customer stats: LH front control bolt has become completely undone and is almost falling out of the car</p> <p>Repair Notes: Verified customer concern. The vehicle was lifted up and inspected. Upon inspection, on of the bolts to the LH front lateral link was found under torqued. The bolt was removed and inspected along with the threads on the subframe. No damage was found to the bolt or the subframe. The bolt was reinstalled and torqued to proper specifications. All other suspension hardware was checked for proper torque. The vehicle was test driven and is operating as designed.</p> <p>Correction: Suspension - Front (Check Torque)</p> <p>Correction: Adjustment: Exterior Trim</p> <p>Correction: Perform Post-Repair Validation Test Drive</p> <p>Pay Type: Basic Vehicle Limited Warranty</p>	0.00						
6	<p>Concern: Customer stats: Steering wheel leather lifting from spokes</p> <p>Repair Notes: Verified customer concern. The steering wheel was inspected. Upon inspection, the leather on the back of the steering wheel was found bubbling up and loose. The steering wheel was replaced.</p> <p>Correction: Steering Wheel (Remove & Replace) - Remove and Replace</p> <p>Parts Replaced or Added</p> <table><thead><tr><th>Part</th><th>Quantity</th></tr></thead><tbody><tr><td>STEERING WHEEL PUR LEATHER(1490214 00 B)</td><td>1.00</td></tr><tr><td>BOLT RC M16X1.5X26 PC88 PTP.(1036655 00 A)</td><td>1.00</td></tr></tbody></table>	Part	Quantity	STEERING WHEEL PUR LEATHER(1490214 00 B)	1.00	BOLT RC M16X1.5X26 PC88 PTP.(1036655 00 A)	1.00	0.00
Part	Quantity							
STEERING WHEEL PUR LEATHER(1490214 00 B)	1.00							
BOLT RC M16X1.5X26 PC88 PTP.(1036655 00 A)	1.00							

AIRBAG HARNESS 1.00
 RETAINING CLIP.
 (1028053 00 A)

Pay Type: Basic Vehicle Limited Warranty

Service Center hourly rate: USD 255

Notes: To assess your vehicle's Tire Wear and Condition, please see the Tire Care and Maintenance section from the digital Owner's Manual in your car.

All parts are new unless otherwise specified.

Accepted Payment Methods: Major Credit Cards (Visa, Mastercard, AMEX, etc.), Debit Card, Cashier's Check

You agree that: You are entitled to a price estimate for the repairs you have authorized. The repair price may be less than the estimate but shall not exceed (1) any price limited estimate or (2) any parts and labor estimate by more than 10%. Additional repairs may not be performed without your consent. This estimated price for authorized repairs will be honored if your vehicle is delivered to Tesla's facility within the time period agreed to by you and Tesla. You may waive your right to a written estimate and require that you be notified if the price exceeds an amount you have specified. Tesla is not responsible for any personal items left in your vehicle; Tesla and its employees may access and operate your vehicle including on streets, highways, or public roadways for the sole purpose of testing and/or inspection of repairs; Tesla may update your vehicle's software in the course of a repair or as part of the standard vehicle maintenance process per your owner's manual and New Vehicle Limited Warranty; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs, storage and other applicable fees; the vehicle owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees of \$35/day from the fourth working day after you are notified that repairs on your vehicle are complete and that the vehicle is ready for pick up.

Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	0.00
Tax	0.00
Total Amount (USD)	0.00
Amount Due From Customer (USD)	0.00
Paid by Customer (USD)	0.00

Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla issued New or Used Vehicle Limited Warranty, Tesla Parts, Body, and Paint Repair Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. Any parts (including tires/wheels) removed or replaced by Tesla during vehicle service will become the property of Tesla. However, at the time you authorize repairs, you may request to receive (subject to any applicable core charge, which you agree to pay) or inspect replaced parts (excluding inflatable restraint system components), except body shop repair parts and parts required to be returned to the manufacturer or a third party under a warranty, trade in or exchange agreement, which will only be presented to you for examination and not returned.

I authorize the repair work, including parts, materials and labor, on my vehicle to be done pursuant to the terms and conditions as set forth in this service agreement document.

Signature:

Date:

Warning: Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

FullName:

A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

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- Tesla is not responsible for loss or damage to the vehicle or any articles left in the vehicle in case of fire, theft, hail, wind, or any other causes beyond its control;
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- If applicable, you have the right to choose the licensed repair shop where the damage to your vehicle will be repaired;
- All crash parts supplied meet the standards used in manufacturing the original equipment replaced;
- If any repair, storage and other applicable fees remain unpaid for thirty (30) days after a request for payment, Tesla may pursue collection and you will be responsible for paying all reasonable attorney's fees and costs for such collection;
- If provided a loaner or rental vehicle, the vehicle must be returned within 24 hours of such notification or a daily usage rate of up to \$100 USD and applicable fees will be charged until the return of such loaner vehicle;
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- Tesla (and any of its subsidiaries) may contact you via emails, calls, SMS or other messages including through the Tesla app (collectively, "messages") to obtain authorization and provide updates regarding this Service visit and your vehicle. Standard SMS message and data rates may apply. You can withdraw your consent to receive automated SMS messages at any time by replying "STOP" or providing written notification to Tesla's customer representative.



Tesla, Inc
811 South San Fernando Boulevard
Burbank, CA, US 91502-1534
Ph.: 818-480-9217

Invoice

SERVICE DEPARTMENT HOURS

Mon-Fri 8:00 a.m. - 5:00 p.m.
Saturday-Sunday Sat 8am - 5pm, Sun
Closed

B.A.R.# ARD00281719
E.P.A.ID# CAL000411693

Paid

Invoice date	Invoice number
08-Mar-2024	3000S0009496738
Due Date	
08 Mar 2024	
Date/Time Received	Date/Time Promised
07-Mar-2024 17:50:47	09-Mar-2024 18:15:35
Odometer In	Odometer Out
Miles	Miles
Ready Date	
08-Mar-2024 08:17:52	
Service Advisor	
Michael Balyan	

Bill To	Mobile Phone	Additional Phone	Vehicle Identification Number
ruben muradyan			7SAYGDEE0PA028077
Year	Model	License Plate Number	Colour
2023	MODEL Y	9DYB087	Pearl White Multi Coat

Job Number	Description Of Work	Amount (USD)
1	<p>Concern: Check tire pressure and condition</p> <p>Repair Notes: . Set all vehicle tire pressures to vehicle provided recommended specs. inspected tire tread depth. Recommend replace left rear tire due to excessive low tread at 2/32. Tread Depth Measure Type 32nds Tread depth Record the lowest measurement across all groves Front Driver: 8 Front Passenger: 8 Back Driver: 2 Back Passenger: 7 Tire replacement recommended Yes Tire rotation recommended No</p> <p>Correction: Automated Tire Pressure Check (Adjustment Needed)</p> <p>Pay Type: Goodwill Internal</p>	0.00
2	<p>Concern: Check tire pressure and condition</p> <p>Repair Notes: . Set all vehicle tire pressures to vehicle provided recommended specs. inspected tire tread depth. Recommend replace left rear tire due to excessive low tread at 2/32. Tread Depth Measure Type 32nds Tread depth Record the lowest measurement across all groves Front Driver: 8 Front Passenger: 8 Back Driver: 2 Back Passenger: 7 Tire replacement recommended Yes Tire rotation recommended</p>	0.00

	No					
	Correction: Check Tire Tread Depth					
		Pay Type: Goodwill Service				
3	<p>Concern: ***ESP a025 FrLWSSOpenOrShortToGnd***multiple alerts present on vehicle, customer was driving and multiple alerts appeared</p> <p>Repair Notes: Customer complaint multiple alerts present on vehicle while driving. Inspected customer concern, function tested vehicle but was unable to duplicate concern, vehicle was not in a faulted state upon initial inspection. Downloaded and reviewed most recent diagnostic data and found alerts indicating a fault with the left front wheel speed sensor. Performed chassis system test and found alert set due to system detecting a short to ground on the left front wheel speed sensor. Removed frunk to gain access to sensor connector, performed wiring checks for power and ground and found readings to be irrational. Performed end to end continuity test and found sensor has an intermittent open circuit. Inspected sensor and harness and found harness is damaged caused by excessive slack and allowing harness to rub against tire and damaging sensor harness. Removed and replaced left front wheel speed sensor, performed adjustments and retested for concerns. Performed post repair test drive, alerts are no longer present, vehicle is driving and functioning as designed at this time without fault. No further repairs needed at this time.</p> <p>Correction: General Diagnosis</p> <p>Correction: Adjustment: Exterior Trim</p> <p>Correction: Trunk Load Floor - Front (Remove & Install) - Remove and Install</p> <p>Correction: Sensor - Wheel Speed - ABS - Front - LH (Remove & Replace) - Remove and Replace</p> <p>Parts Replaced or Added</p> <table><tr><td>Part</td><td>Quantity</td></tr><tr><td>FRONT WHEEL SPEED SENSOR(1188761 00 A)</td><td>1.00</td></tr></table>	Part	Quantity	FRONT WHEEL SPEED SENSOR(1188761 00 A)	1.00	
Part	Quantity					
FRONT WHEEL SPEED SENSOR(1188761 00 A)	1.00					
		Pay Type: Basic Vehicle Limited Warranty				
		0.00				

Service Center hourly rate: USD 255

Notes: To assess your vehicle's Tire Wear and Condition, please see the Tire Care and Maintenance section from the digital Owner's Manual in your car.

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Total Parts (USD)	0.00
Total Labor (USD)	0.00
Discount	0.00
Subtotal (USD)	0.00
Tax	0.00
Total Amount (USD)	0.00
Amount Due From Customer (USD)	0.00

items left in your vehicle; Tesla and its employees may access and operate your vehicle including on streets, highways, or public roadways for the sole purpose of testing and/or inspection of repairs; Tesla may update your vehicle's software in the course of a repair or as part of the standard vehicle maintenance process per your owner's manual and New Vehicle Limited Warranty; Tesla and its employees may access, download and use the information stored on your vehicle's data recorder to service and diagnose issues with your vehicle, and Tesla may store and aggregate such data for its own purposes; an express mechanic's lien is hereby acknowledged on your vehicle to secure the amount of repairs, storage and other applicable fees; the vehicle owner's insurance provides exclusive coverage for the vehicle while it is in Tesla's possession; and you may be charged storage fees of \$35/day from the fourth working day after you are notified that repairs on your vehicle are complete and that the vehicle is ready for pick up.

Paid by Customer (USD)	0.00
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Tesla disclaims all express or implied warranties with respect to any repairs or products used in repairs, except as may be set forth in your Tesla issued New or Used Vehicle Limited Warranty, Tesla Parts, Body, and Paint Repair Limited Warranty or other extended service agreement. Tesla is not responsible for repairs not performed by, or components not installed by, Tesla. Any parts (including tires/wheels) removed or replaced by Tesla during vehicle service will become the property of Tesla. However, at the time you authorize repairs, you may request to receive (subject to any applicable core charge, which you agree to pay) or inspect replaced parts (excluding inflatable restraint system components), except body shop repair parts and parts required to be returned to the manufacturer or a third party under a warranty, trade in or exchange agreement, which will only be presented to you for examination and not returned.

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Signature:

Date:

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- All crash parts supplied meet the standards used in manufacturing the original equipment replaced;

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EXHIBIT B



THE MARGARIAN LAW FIRM

462 West Colorado Street | Glendale, CA 91204
Main 818.553.1000 | Fax 818.553.1005

April 29, 2025

VIA CERTIFIED U.S. MAIL, RETURN RECEIPT REQUESTED

Tesla, Inc.
1 Tesla Road
Austin, TX 78725
Tracking No. 9589 0710 5270 1870 1891 51
2nd copy via U.S. Mail

Re: *Vardanyan, Khachatur v. Tesla, Inc., a Texas Corporation, et al.*
Vehicle: *2023 Tesla Model Y*
VIN: *7SAYGDEE0PA028077*
Our File No.: *LL250404-4326*

Dear Sir or Madam:

Pursuant to California Civil Code 1793.22(b) (3), please be advised that this office represents the above-named individual regarding claims against Tesla, Inc., a Texas Corporation ("Manufacturer") pursuant to the California Song-Beverly Consumer Warranty Act ("Lemon Law") and the Federal Magnuson-Moss Warranty Act with regard to the above-referenced vehicle. Please direct all future contacts and correspondences to our office as such.

Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to California Civil Code 1794 (d) and/or 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our client requires payment of our attorneys' fees. If you settle directly with our client and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my client's automobile for which relief is sought, and numerous attempts to repair the subject vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:



THE MARGARIAN LAW FIRM

462 West Colorado Street | Glendale, CA 91204
Main 818.553.1000 | Fax 818.553.1005

1. Defective electric drivetrain system – over one (1) failed repair attempts;
2. Defective front drive unit – over one (1) failed repair attempts;
3. Defective front drive unit inverter – over one (1) failed repair attempts;
4. Defective steering system – over one (1) failed repair attempts;
5. Defective steering wheel – over one (1) failed repair attempts;
6. Defective anti-lock braking systems (“ABS”) – over one (1) failed repair attempts;
7. Defective ABS left front wheel speed sensor – over one (1) failed repair attempts;
8. Any additional complaints made by my client, whether or not they are contained in your company’s records or on any repair orders.

The defects and non-conformities listed above constitute a substantial impairment in the use, value and safety of the subject vehicle. As seen in your records, my client has been most accommodating with respect to the problems with the subject vehicle. Despite several failed repair visits for the non-conformities, the subject vehicle remains defective. As such, the subject vehicle qualifies for a statutory repurchase under the presumption clause of the Song-Beverly Consumer Warranty Act. Therefore, there has been a failure and refusal to conform the subject vehicle to its expressed and implied warranties under the law. Because of these defects and non-conformities, my client has justifiably lost confidence in the vehicle and has limited use of the vehicle. When my client acquired the vehicle, my client did not expect to receive a defective vehicle that would endanger his life.

Therefore, you are hereby notified that my client is revoking acceptance of this vehicle. My client has directed me to demand the cancellation of the contracts, and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages. The subject vehicle clearly meets the definition of a “lemon” under the Song-Beverly Consumer Warranty Act. Manufacturer is obligated to offer a statutory repurchase/refund. **If Manufacturer fails to offer restitution or replacement of the subject vehicle within 30 days of receiving this letter, including reasonable attorneys’ fees and costs, and further fails to complete the restitution or replacement within 60 days from the date of receipt of this letter, our client reserves the right to seek civil penalties under California Civil Code Section 1794(c), amounting to twice the amount paid/payable pursuant to the operative acquisition contract.** If Manufacturer has an offer alternative to the statutory repurchase, we kindly request that it be presented, along with an explanation for the denial of my client’s demand for the statutory repurchase.

As of the date of this letter, my client remains in possession of the Subject Vehicle and has not sold or otherwise disposed of it.

Furthermore, you are hereby notified that my client intends to dispose of the subject vehicle as permitted under Cal. Civ. Proc. Code § 871.24 if the herein demand is not accepted by Manufacturer or in the event Manufacturer fails to offer a statutory remedy within 30 days from the date of this letter. In light of disposition of the subject vehicle resulting in lack of access to the



THE MARGARIAN LAW FIRM

462 West Colorado Street | Glendale, CA 91204
Main 818.553.1000 | Fax 818.553.1005

evidence for future inspections, my client intends to have an expert inspect the subject vehicle prior to disposing of it.

Our attorneys' fees are minimal at this stage, and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within thirty (30) days from the date of this letter, a lawsuit will be filed.

Failure to offer a remedy within the herein noted deadline or a unilateral request for or statement of self-granted extension of time for pre-litigation evaluation shall not be acceptable and shall be deemed a refusal to offer a timely remedy under the Song-Beverly Consumer Warranty Act. The only acceptable remedy shall be either an unequivocal offer to provide a statutory refund plus fees or an offer to provide a statutory refund plus fees upon confirmation of the history of listed non-conformities, within the herein stated deadline.

Very truly yours,

/s/ Hovanes Margarian

Hovanes Margarian
Attorney at Law

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

TESLA, INC., a Texas Corporation; and DOES 1 through 30, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

KHACHATUR VARDANYAN, an individual

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/12/2025 4:48 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Gallegos, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Los Angeles County Superior Court

Pasadena Courthouse

300 East Walnut Street, Pasadena, CA 91101

ALHAMBRA COURTHOUSE
150 WEST COMMONWEALTH AVENUE
ALHAMBRA, CA 91801

CASE NUMBER:
(Número del Caso):

25NNCV04044

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Hovanes Margarian, SBN 246359; Armen Margarian, SBN 313775; Shushanik Margarian, SBN 318617; The Margarian Law Firm, 462 West Colorado Street, Glendale, CA 91204; (818) 553-1000

David W. Slayton, Executive Officer/Clerk of Court
Clerk, by D. Gallegos, Deputy
(Secretario) (Adjunto)

DATE:

(Fecha) 06/12/2025

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): TESLA, INC.

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

- ☒ by personal delivery on (date): 06/16/25

Page 1 of 1

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp <div style="text-align: center;"> FILED Superior Court of California County of Los Angeles 06/12/2025 David W. Slayton, Executive Officer / Clerk of Court By: <u>D. Gallegos</u> Deputy </div>
COURTHOUSE ADDRESS: Alhambra Courthouse 150 West Commonwealth Avenue, Alhambra, CA 91801		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: 25NNCV04044

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM			ASSIGNED JUDGE	DEPT	ROOM
✓	Lauren A. R. Lofton	X						

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**
 on 06/12/2025 (Date) By D. Gallegos, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

Hovanes Margarian, SBN 246359
hovanesm@margarianlaw.com
Armen Margarian, SBN 313775
armenm@margarianlaw.com
Shushanik Margarian, SBN 318617
shushanik@margarianlaw.com
THE MARGARIAN LAW FIRM
462 West Colorado Street
Glendale, California 91204
Telephone Number: (818) 553-1000
Facsimile Number: (818) 553-1005

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/12/2025 4:48 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Gallegos, Deputy Clerk

Attorneys for Plaintiff
KHACHATUR VARDANYAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF LOS ANGELES, NORTHEAST JUDICIAL DISTRICT

KHACHATUR VARDANYAN, an individual,
Plaintiff,
vs.
TESLA, INC., a Texas Corporation; and DOES 1
through 30, inclusive,
Defendants.

Case No.: 25NNCV04044

PLAINTIFF'S STATEMENT OF DAMAGES

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1 NOW COMES Plaintiff KHACHATUR VARDANYAN, by and through Plaintiff's attorneys of
 2 record, The Margarian Law Firm, with Plaintiff's Statement of Damages against Defendants TESLA,
 3 INC., a Texas Corporation; and DOES 1 through 30, inclusive, alleges and affirmatively states as follows:

4 **DAMAGES**

5 1. Actual Damages:

- 6 a. Cost of lease pursuant to the Lease Agreement: Thirty-Eight Thousand One Hundred
 7 Fifty-Seven Dollars and Sixty Cents (\$38,157.60).

8 2. Civil penalties pursuant to Magnuson-Moss Warranty Act, UCC, and California Code:

- 9 a. Twice the actual damages, hence Seventy-Six Thousand Three Hundred Fifteen
 10 Dollars and Two Cents (\$76,315.20)

11 3. Attorneys' fees:

- 12 a. At an hourly rate of Seven Hundred Fifty Dollars and No Cents (\$750.00)

13 4. Costs:

14 Filing Fees	Four Hundred Thirty-Five Dollars and No Cents (\$435.00)
15 e-Filing Fees	Twenty-Five Dollars and Eighty-Three Cents (\$25.83)
16 Service of Process Fees	Eighty Dollars and No Cents (\$80.00)
17 Sub-Total	Five Hundred Forty Dollars and Eighty-Three Cents
18	(\$540.83)

19 ///

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1 Grand total of One Hundred Fifteen Thousand Thirteen Dollars and Sixty-Three Cents
2 (\$115,013.63) plus attorneys' fees to date at time of settlement or judgment. The proposed form of
3 judgment is an immediate cash payment of the aforementioned sums. This Statement of Damages is
4 subject to amendment.

5 DATED: 06/12/025

THE MARGARIAN LAW FIRM
462 West Colorado Street
Glendale, California 91204

7 By /s/ Hovanes Margarian
8 Hovanes Margarian
9 Attorney for Plaintiff
KHACHATUR VARDANYAN

2019-GEN-014-00

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizalinda Mina, Deputy
Rizalinda Mina

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
- MANDATORY ELECTRONIC FILING)
FOR CIVIL)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.
- g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.
- h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court’s website, at www.lacourt.org.

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if
3 electronic filing has been implemented in that case type, regardless of whether the case has
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused
10 from filing documents electronically and be permitted to file documents by conventional
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

- 14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;
- 16 ii) Bonds/Undertaking documents;
- 17 iii) Trial and Evidentiary Hearing Exhibits
- 18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and
- 20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a **separate**
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

1 h) Writs and Abstracts

2 Writs and Abstracts must be submitted as a separate electronic envelope.

3 i) Sealed Documents

4 If and when a judicial officer orders documents to be filed under seal, those documents must be
5 filed electronically (unless exempted under paragraph 4); the burden of accurately designating
6 the documents as sealed at the time of electronic submission is the submitting party's
7 responsibility.

8 j) Redaction

9 Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to
10 redact confidential information (such as using initials for names of minors, using the last four
11 digits of a social security number, and using the year for date of birth) so that the information
12 shall not be publicly displayed.

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

15 i) Any document received electronically by the court between 12:00 am and 11:59:59 pm
16 shall be deemed to have been effectively filed on that court day if accepted for filing. Any
17 document received electronically on a non-court day, is deemed to have been effectively
18 filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code
19 Civ. Proc. § 1010.6(b)(3).)

20 ii) Notwithstanding any other provision of this order, if a digital document is not filed in due
21 course because of: (1) an interruption in service; (2) a transmission error that is not the
22 fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may
23 order, either on its own motion or by noticed motion submitted with a declaration for Court
24 consideration, that the document be deemed filed and/or that the document's filing date
25 conform to the attempted transmission date.

26 8) EX PARTE APPLICATIONS

27 a) Ex parte applications and all documents in support thereof must be electronically filed no later
28 than 10:00 a.m. the court day before the ex parte hearing.

- b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

- a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.
- b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:
- i) Any printed document required pursuant to a Standing or General Order;
 - ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
 - iii) Pleadings and motions that include points and authorities;
 - iv) Demurrers;
 - v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
 - vi) Motions for Summary Judgment/Adjudication; and
 - vii) Motions to Compel Further Discovery.
- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil
4 Division of the Los Angeles County Superior Court.

5
6 This First Amended General Order supersedes any previous order related to electronic filing,
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil
8 Supervising Judge and/or Presiding Judge.

9
10 DATED: May 3, 2019



Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

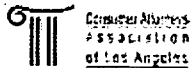


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR PLAINTIFF)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

- ☐ Request for Informal Discovery Conference
☐ Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

INFORMAL DISCOVERY CONFERENCE

(pursuant to the Discovery Resolution Stipulation of the parties)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

General Order Re)	ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation)	EXTENDING TIME TO RESPOND BY
Stipulations)	30 DAYS WHEN PARTIES AGREE
)	TO EARLY ORGANIZATIONAL
)	MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

1 Whereas the Early Organizational Meeting Stipulation is intended to encourage
2 cooperation among the parties at an early stage in litigation in order to achieve
3 litigation efficiencies;

4 Whereas it is intended that use of the Early Organizational Meeting Stipulation
5 will promote economic case resolution and judicial efficiency;

6
7 Whereas, in order to promote a meaningful discussion of pleading issues at the
8 Early Organizational Meeting and potentially to reduce the need for motions to
9 challenge the pleadings, it is necessary to allow additional time to conduct the Early
10 Organizational Meeting before the time to respond to a complaint or cross complaint
11 has expired;

12
13 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
14 which an action is pending to extend for not more than 30 days the time to respond to
15 a pleading "upon good cause shown";

16 Now, therefore, this Court hereby finds that there is good cause to extend for 30
17 days the time to respond to a complaint or to a cross complaint in any action in which
18 the parties have entered into the Early Organizational Meeting Stipulation. This finding
19 of good cause is based on the anticipated judicial efficiency and benefits of economic
20 case resolution that the Early Organizational Meeting Stipulation is intended to
21 promote.
22

23
24 IT IS HEREBY ORDERED that, in any case in which the parties have entered
25 into an Early Organizational Meeting Stipulation, the time for a defending party to
26 respond to a complaint or cross complaint shall be extended by the 30 days permitted
27
28

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 DATED: May 11, 2011

Carolyn B. Kuhl
Carolyn B. Kuhl, Supervising Judge of the
Civil Departments, Los Angeles Superior Court



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS MUST SERVE THIS ADR INFORMATION PACKAGE ON ANY NEW PARTIES NAMED TO THE ACTION WITH THE CROSS-COMPLAINT.

WHAT IS ADR?

Alternative Dispute Resolution (ADR) helps people find solutions to their legal disputes without going to trial. The Court offers a variety of ADR resources and programs for various case types.

TYPES OF ADR

- **Negotiation.** Parties may talk with each other about resolving their case at any time. If the parties have attorneys, they will negotiate for their clients.
- **Mediation.** Mediation may be appropriate for parties who want to work out a solution but need help from a neutral third party. A mediator can help the parties reach a mutually acceptable resolution. Mediation may be appropriate when the parties have communication problems and/or strong emotions that interfere with resolution. Mediation may not be appropriate when the parties want a public trial, lack equal bargaining power, or have a history of physical or emotional abuse.
- **Arbitration.** Less formal than a trial, parties present evidence and arguments to an arbitrator who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision.
- **Settlement Conferences.** A judge or qualified settlement officer assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Mandatory settlement conferences may be ordered by a judicial officer. In some cases, voluntary settlement conferences may be requested by the parties.

ADVANTAGES OF ADR

- **Save time and money.** Utilizing ADR methods is often faster than going to trial and parties can save on court costs, attorney's fees, and other charges.
- **Reduce stress and protect privacy.** ADR is conducted outside of a courtroom setting and does not involve a public trial.
- **Help parties maintain control.** For many types of ADR, parties may choose their ADR process and provider.

DISADVANTAGES OF ADR

- **Costs.** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial.** ADR does not provide a public trial or decision by a judge or jury.

WEBSITE RESOURCES FOR ADR

- **Los Angeles Superior Court ADR website:** www.lacourt.org/ADR
- **California Courts ADR website:** www.courts.ca.gov/programs-adr.htm

Los Angeles Superior Court ADR Programs for Unlimited Civil (cases valued over \$35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- **Civil Mediation Vendor Resource List.** Litigants in unlimited civil cases may use the Civil Mediation Vendor Resource List to arrange voluntary mediations without Court referral or involvement. The Resource List includes organizations that have been selected through a formal process that have agreed to provide a limited number of low-cost or no-cost mediation sessions with attorney mediators or retired judges. Organizations may accept or decline cases at their discretion. Mediations are scheduled directly with these organizations and are most often conducted through videoconferencing. The organizations on the Resource List target active civil cases valued between \$50,000-\$250,000, though cases outside this range may be considered. *For more information and to view the list of vendors and their contact information, download the Resource List Flyer and FAQ Sheet at www.lacourt.org/ADR/programs.html.*

RESOURCE LIST DISCLAIMER: The Court provides this list as a public service. The Court does not endorse, recommend, or make any warranty as to the qualifications or competency of any provider on this list. Inclusion on this list is based on the representations of the provider. The Court assumes no responsibility or liability of any kind for any act or omission of any provider on this list.

- **Mediation Volunteer Panel (MVP).** Unlimited civil cases referred by judicial officers to the Court's Mediation Volunteer Panel (MVP) are eligible for three hours of virtual mediation at no cost with a qualified mediator from the MVP. Through this program, mediators volunteer preparation time and three hours of mediation at no charge. If the parties agree to continue the mediation after three hours, the mediator may charge their market hourly rate. When a case is referred to the MVP, the Court's ADR Office will provide information and instructions to the parties. The Notice directs parties to meet and confer to select a mediator from the MVP or they may request that the ADR Office assign them a mediator. The assigned MVP mediator will coordinate the mediation with the parties. *For more information or to view MVP mediator profiles, visit the Court's ADR webpage at www.lacourt.org/ADR or email ADRCivil@lacourt.org.*
- **Mediation Center of Los Angeles (MCLA) Referral Program.** The Court may refer unlimited civil cases to mediation through a formal contract with the Mediation Center of Los Angeles (MCLA), a nonprofit organization that manages a panel of highly qualified mediators. Cases must be referred by a judicial officer or the Court's ADR Office. The Court's ADR Office will provide the parties with information for submitting the case intake form for this program. MCLA will assign a mediator based on the type of case presented and the availability of the mediator to complete the mediation in an appropriate time frame. MCLA has a designated fee schedule for this program. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*
- **Resolve Law LA (RLLA) Virtual Mandatory Settlement Conferences (MSC).** Resolve Law LA provides three-hour virtual Mandatory Settlement Conferences at no cost for personal injury and non-complex employment cases. Cases must be ordered into the program by a judge pursuant to applicable Standing Orders issued by the Court and must complete the program's online registration process. The program leverages the talent of attorney mediators with at least 10 years of litigation experience who volunteer as settlement officers. Each MSC includes two settlement officers, one each from the plaintiff and defense bars. Resolve Law LA is a joint effort of the Court, Consumer Attorneys Association of Los Angeles County (CAALA), Association of Southern California Defense Counsel (ASDCD), Los Angeles Chapter of the American Board of Trial Advocates (LA-ABOTA), Beverly Hills Bar Foundation (BHBF), California Employment Lawyers Association (CELA), and Los Angeles County Bar Association (LACBA). *For more information, visit <https://resolvelawla.com>.*

- **Judicial Mandatory Settlement Conferences (MSCs).** Judicial MSCs are ordered by the Court for unlimited civil cases and may be held close to the trial date or on the day of trial. The parties and their attorneys meet with a judicial officer who does not make a decision, but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For more information, visit <https://www.lacourt.org/division/civil/CI0047.aspx>.

Los Angeles Superior Court ADR Programs for Limited Civil (cases valued below \$35,000)

Litigants should closely review the requirements for each program and the types of cases served.

- **Online Dispute Resolution (ODR).** Online Dispute Resolution (ODR) is a free online service provided by the Court to help small claims and unlawful detainer litigants explore settlement options before the hearing date without having to come to court. ODR guides parties through a step-by-step program. After both sides register for ODR, they may request assistance from trained mediators to help them reach a customized agreement. The program creates settlement agreements in the proper form and sends them to the Court for processing. Parties in small claims and unlawful detainer cases must carefully review the notices and other information they receive about ODR requirements that may apply to their case. *For more information, visit <https://my.lacourt.org/odr>.*
- **Dispute Resolution Program Act (DRPA) Day-of-Hearing Mediation.** Through the Dispute Resolution Program Act (DRPA), the Court works with county-funded agencies, including the Los Angeles County Department of Consumer & Business Affairs (DCBA) and the Center for Conflict Resolution (CCR), to provide voluntary day-of-hearing mediation services for small claims, unlawful detainer, limited civil, and civil harassment matters. DCBA and CCR staff and trained volunteers serve as mediators, primarily for self-represented litigants. There is no charge to litigants. *For more information, visit <https://dcba.lacounty.gov/countywidedrp>.*
- **Temporary Judge Unlawful Detainer Mandatory Settlement Conference Pilot Program.** Temporary judges who have been trained as settlement officers are deployed by the Court to designated unlawful detainer court locations one day each week to facilitate settlement of unlawful detainer cases on the day of trial. For this program, cases may be ordered to participate in a Mandatory Settlement Conference (MSC) by judicial officers at Stanley Mosk, Long Beach, Compton, or Santa Monica. Settlement rooms and forms are available for use on the designated day at each courthouse location. There is no charge to litigants for the MSC. *For more information, contact the Court's ADR Office at ADRCivil@lacourt.org.*

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Hovanes Margarian, SBN 246359; Armen Margarian, SBN 313775 The Margarian Law Firm, 462 West Colorado Street, Glendale, CA 91204		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 6/12/2025 4:48 AM David W. Slayton, Executive Officer/Clerk of Court, By D. Gallegos, Deputy Clerk	
TELEPHONE NO.: (818) 553-1000 FAX NO.: (818) 553-1005 EMAIL ADDRESS: hovanesm@margarianlaw.com ATTORNEY FOR (Name): KHACHATUR VARDANYAN, an individual			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 300 East Walnut Street MAILING ADDRESS: 300 East Walnut Street CITY AND ZIP CODE: Pasadena, CA 91101 BRANCH NAME: Pasadena Courthouse			
CASE NAME: KHACHATUR VARDANYAN v. TESLA, INC., et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 25NNCV04044 JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (<i>not specified above</i>) (43)
--	---	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision
--	--

3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (*specify*): Nine (9)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: 06/12/2025

Hovanes Margarian, Esq.

(TYPE OR PRINT NAME)

/s/ Hovanes Margarian

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input checked="" type="checkbox"/> 3701 Contractual Fraud	1, 2, <u>3</u> , 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
<input type="checkbox"/> 3903 Parking Appeal		2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)	
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3	
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8	
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8	
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8	
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11	
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6	
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8	
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8	
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9	
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8	
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8	
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8	
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8	
Miscellaneous Civil Petitions	Other Civil Complaint (non-tort/non-complex)	<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8	
		Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
		Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
			<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
			<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
			<input type="checkbox"/> 4304 Election Contest	2
			<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8			
<input type="checkbox"/> 4307 Other Civil Petition	2, 9			

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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 9650 Via Rimini		
CITY: Burbank		STATE: CA	ZIP CODE: 91504		

Step 5: Certification of Assignment: I certify that this case is properly filed in the Northeast Judicial District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 06/12/2025

/s/ Hovanes Margarian

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.